



**Before The  
State Of Wisconsin  
DIVISION OF HEARINGS AND APPEALS**

In the Matter of Claims Against the Dealer Bond of  
Bella Investment Group, LLC, d/b/a Standard Pre-  
Owned #1)

Case Nos: DOT-16-0014,  
DOT-16-0016, DOT-16-0034,  
DOT-16-0038, DOT-16-0039,  
DOT-16-0047, DOT-16-0048,  
DOT-16-0049, DOT-16-0050,  
DOT-16-0051, DOT-16-0053,  
DOT-16-0054, DOT-16-0055,  
DOT-16-0056, DOT-16-0058,  
DOT-16-0059, DOT-16-0066,  
DOT-16-0068, DOT-16-0070,  
DOT-16-0071, DOT-16-0074,  
DOT-16-0078, DOT-16-0079,  
DOT-16-0080, DOT-16-0083,  
and DOT-16-0085

**FINAL DECISION**

On May 24 and July 20, 2016, claims were filed with the Wisconsin Department of Transportation (Department) against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, (Dealer). Pursuant to the procedures set forth at Wis. Admin. Code § Trans 140.26, a Public Notice to File Dealer Bond Claims was published in the Appleton Post Crescent, a newspaper published in Appleton, Wisconsin. The notice informed other persons who may have claims against the Dealer to file them with the Department by September 26, 2016. The Department received 24 additional timely claims. All the claims were forwarded by the Department to the Division of Hearings and Appeals. On January 30, 2017, a Preliminary Determination pursuant to Wis. Admin. Code § Trans 140.26(4)(a) was issued. No objections to the Preliminary Determination were received. Pursuant to Wis. Admin. Code § Trans 140.26(5)(d), the Preliminary Determination is adopted as the final decision of the Department of Transportation.

In accordance with Wis. Stat. § 227.47 and 227.53(1)(c) the PARTIES to this proceeding are certified as follows:

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Eric Bergland  
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April Retzke  
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Oleg and Larysa Yakovenko  
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Green Bay, WI 54313

Daniel J. Paters  
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Cynthia L. Nievinski  
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Brian Zook  
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Dustin Wiskes  
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James McMahon  
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Green Bay, WI 54313

Richard Wroblewski  
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Appleton, WI 54914

Bella Investment Group LLC,  
dba Standard Pre-Owned #1, by

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### Findings of Fact

1. Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, (Dealer) was licensed by the Wisconsin Department of Transportation (Department) pursuant to Wis. Stat. § 218.0111 as a motor vehicle dealer. The Dealer's facilities were located at 2930 Lawe Street, Kaukauna, Wisconsin. The Dealer was placed out of business effective May 24, 2016.

2. The Dealer has had a surety bond in force satisfying the requirements of Wis. Stat. § 218.0114(5) since October 14, 2015 (Bond # 66211514 from Auto-Owners Insurance Company). The amount of the bond is \$50,000.00.

### Dietrich claim, case no. DOT-16-0014

3. On April 2, 2016, Jodie Dietrich entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2007 Chevrolet Suburban truck, vehicle identification number 3GNGK26K47G100306, owned by Jodie and Garry Dietrich. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$20,800.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed the Dietrichs to terminate the contract on 48 hours notice to the Dealer.

4. The Dealer sold the Dietrichs' vehicle on April 21, 2016. According to a motor vehicle purchase contract, the Dealer sold the Dietrichs' vehicle to Daniel Gall for \$22,999.00. No proceeds from the sale were paid to the Dietrichs.

5. The Dealer sent the Dietrichs a promissory note dated April 28, 2016, agreeing to pay them \$20,000.00 for the consignment sale of their vehicle by May 28, 2016. The promissory note also provided that the Dealer would pay the Dietrichs 5% interest if they were not paid the \$20,000.00 by the May 28<sup>th</sup> due date. The Dietrichs refused to sign the promissory note.

6. On May 16, 2016, Garry Dietrich filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On May 20, 2016, the Dietrichs filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$20,500.00, which the Dietrichs indicate was the agreed upon sale price for their vehicle.

7. The Dealer's failure to pay the Dietrichs the amount owed them under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). The Dietrichs sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

8. The Dietrichs' claim arose on April 28, 2016, seven days after the Dealer sold their vehicle and failed to forward the amount owed to them under the consignment agreement. The Dietrichs have submitted documentation to support a bond claim in the amount of \$20,500.00, the amount due them according to the consignment agreement. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Bergland claim, case no. DOT-16-0016

9. On April 4, 2016, Eric Bergland (Bergland) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2008 Chevrolet Silverado truck, vehicle identification number 2GCEK133081111711, owned by Bergland. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$19,500.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Bergland to terminate the contract on 48 hours notice to the Dealer. Bergland has a balance on a loan he secured from Summit Credit Union for the purchase of the vehicle.

10. The Dealer sold Bergland's vehicle on April 25, 2016. According to a motor vehicle purchase contract, the Dealer sold Bergland's vehicle to Mitchel and Danielle McLaughlin for \$20,999.00. No proceeds from the sale were paid to Bergland.

11. The Dealer sent Bergland a promissory note dated April 28, 2016, agreeing to pay him the \$19,500.00 owed him for the consignment sale of his vehicle by May 2, 2016. The promissory note also provided that the Dealer would pay Bergland 5% interest if he was not paid the \$19,500.00 by May 2<sup>nd</sup> due date. The Dealer issued a check dated May 18, 2016 to Summit Credit Union in the amount of \$19,500.00. The check was intended as a pay-off for Bergland's purchase loan for the vehicle. The check was not honored.

12. Bergland filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On May 24, 2016, Bergland filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$20,475.00, the \$19,500.00 agreed upon sale price for Bergland's vehicle plus \$975.00 interest.

13. The Dealer's failure to pay Bergland the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Bergland sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

14. Bergland's claim arose on May 1, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Bergland has submitted documentation to support a bond claim in the amount of \$19,500.00, the amount due him according to the consignment agreement. The remainder of Bergland's claim represents interest the Dealer agreed to pay. Wis. Admin Code § Trans 140.21(2)(e) expressly

provides that interest is not an allowable claim against the surety bond of a motor vehicle dealer. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Retzke claim, case no. DOT-16-0034

15. On February 20, 2016, Shane Retzke executed two consignment agreements. One with the Dealer and another with an affiliated dealership, Suamico Investment Group, LLC, dba Standard Pre-Owned, located in Suamico, Wisconsin. In the consignment agreement Retzke entered into with the Dealer, the Dealer agreed to sell a 2010 Chevy Silverado pick-up truck, vehicle identification number 3GCXKTE23AG194380, owned by Shane and April Retzke. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$29,000.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed the Retzkes to terminate the contract on 48 hours notice to the Dealer. The terms of the consignment agreement Retzke entered into with Suamico Investment Group, LLC, dba Standard Pre-Owned, were identical. The Dealer picked up the vehicle from the Retzkes on the same day as the consignment agreements were executed.

16. The Dealer informed the Retzkes that their vehicle sold within two days of the day the Dealer picked it up. According to complaint filed by April Retzke with the Department's Dealer section, the Dealer told her that the vehicle was sold for \$28,000.00. On March 8, 2016, the Dealer told the Retzkes that they would be paid for their vehicle on April 8, 2016. On April 21, 2016, the Dealer sent the Retzkes a promissory note stating they would be paid \$28,000.00 by a check that could be cashed on April 29, 2016. The Dealer also sent a separate check in the amount of \$1400.00 to the Retzkes. The \$1400.00 check was to be for interest on the amount they were owed by the Dealer.

17. The Retzkes never received the \$28,000.00 payment from the Dealer. The Retzkes subsequently received a check in the amount of \$29,400.00 and dated May 16, 2016, from the Dealer. That check was "uncashable" according to April Retzke's statement in her complaint. On May 19, 2016, April Retzke filed her complaint with the Department against the Dealer. The investigator for the Department determined that the vehicle was still titled in the Retzkes' name but otherwise was unable to resolve the complaint. On July 20, 2016, April Retzke filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$29,400.00, which presumably represents the amount of the "uncashable" check.

18. The Dealer's failure to pay the Retzkes the amount owed them under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). The Retzkes sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

19. The claim of the Retzkes arose around February 29, 2016, seven days after the Dealer purportedly sold the Retzkes' vehicle and failed to forward the amount owed to them under the consignment agreement (according to April Retzke's complaint, the Dealer sold the vehicle within two days of February 20, 2016). April Retzke has submitted documentation to support a bond claim in the amount of \$29,000.00, the amount due the Retzkes according to the consignment agreement. According to April Retzke's complaint, the Dealer told her that the vehicle sold for only \$28,000; however, there is no documentation of the actual sale price or that the Retzkes agreed to accept a lower sale price. The remainder of April Retzke's claim represents interest the Dealer agreed to pay. Wis. Admin Code § Trans 140.21(2)(e) expressly provides that interest is not an allowable claim against the surety bond of a motor vehicle dealer. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

First Yakovenko claim, case no. DOT-16-0038

20. On November 14, 2015, Larysa Yakovenko (Yakovenko) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2010 Honda Civic, vehicle identification number 2HGFA1F56AH545389, owned by Yakovenko. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$8,900.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Yakovenko to terminate the contract on 48 hours notice to the Dealer.

21. According to Department records, the Dealer sold Yakovenko's vehicle on March 26, 2016. No proceeds from the sale were paid to Yakovenko. On June 10, 2016, Yakovenko filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On June 29, 2016, Yakovenko filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$8,900.00, the agreed upon sale price for Yakovenko's vehicle

22. The Dealer's failure to pay Yakovenko the amount owed her under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Yakovenko sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

23. Yakovenko's claim arose on April 2, 2016, seven days after the Dealer sold her vehicle and failed to forward the amount owed to her under the consignment agreement. Yakovenko has submitted documentation to support a bond claim in the amount of \$8,900.00, the amount due her according to the consignment agreement. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Second Yakovenko claim, case no. DOT-16-0039

24. On November 14, 2015, Larysa Yakovenko (Yakovenko) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2010 Honda Civic, vehicle identification number 19XFA1F57AE084164, owned by Yakovenko. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$7,900.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Yakovenko to terminate the contract on 48 hours notice to the Dealer.

25. According to Department records, the Dealer sold Yakovenko's vehicle on March 26, 2016, to Tyler Sauer. No proceeds from the sale were paid to Yakovenko. On June 10, 2016, Yakovenko filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On June 29, 2016, Yakovenko filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$7,900.00, the agreed upon sale price for Yakovenko's vehicle

26. The Dealer's failure to pay Yakovenko the amount owed her under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Yakovenko sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

27. Yakovenko's claim arose on April 2, 2016, seven days after the Dealer sold her vehicle and failed to forward the amount owed to her under the consignment agreement. Yakovenko has submitted documentation to support a bond claim in the amount of \$7,900.00, the amount due her according to the consignment agreement. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Paters claim, case no. DOT-16-0047

28. On April 5, 2016, Daniel Paters (Paters) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2004 Dodge Dakota pick-up truck, vehicle identification number 1D7HG48K94S608210, owned by Paters. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$6,000.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Paters to terminate the contract on 48 hours' notice to the Dealer. Paters was subsequently contacted by an employee of the Dealer. The Dealer offered to buy Paters vehicle for \$4,950.00 with payment by May 17, 2016, with a ten-day grace period. Paters agreed to the buyout and the agreement was confirmed in a promissory note executed on May 3, 2016.

29. The Dealer sold Paters' vehicle on April 26, 2016. According to a motor vehicle purchase contract, the Dealer sold Paters' vehicle to David Depew for \$6,799.95. No proceeds from the sale were paid to Paters.

30. On June 10, 2016, Paters filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On July 29, 2016, Paters filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$4,950.00, the agreed upon sale price for Paters' vehicle.

31. The Dealer's failure to pay Paters the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Paters sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

32. Paters' claim arose on May 3, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Paters has submitted documentation to support a bond claim in the amount of \$4,950.00, the agreed upon sale price for Paters' vehicle. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Nievinski claim, case no. DOT-16-0048

33. On February 23, 2016, Cynthia Nievinski (Nievinski) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2008 Mercedes C300, vehicle identification number WDDGF81X58F1801762008, owned by Nievinski. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$14,300.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Nievinski to terminate the contract on 48 hours notice to the Dealer.

34. The Dealer sold Nievinski's vehicle on April 8, 2016. According to a motor vehicle purchase contract, the Dealer sold Nievinski's vehicle to Vincent Vongphrachanh for \$14,299.95. No proceeds from the sale were paid to Nievinski.

35. On June 10, 2016, Nievinski filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 2, 2016, Nievinski filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$14,300.00, the agreed upon sale price for Nievinski's vehicle.

36. The Dealer's failure to pay Nievinski the amount owed her under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm)



(having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Nievinski sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

37. Nievinski's claim arose on April 15, 2016, seven days after the Dealer sold her vehicle and failed to forward the amount owed to her under the consignment agreement. Nievinski has submitted documentation to support a bond claim in the amount of \$14,300.00, the amount due her according to the consignment agreement. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Zook claim, case no. DOT-16-0049

38. On March 25, 2016, Brian Zook (Zook) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2008 GMC Yukon Denali SUV, vehicle identification number 1GKFK66848J133925, owned by Zook. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$22,500.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Zook to terminate the contract on 48 hours notice to the Dealer.

39. The Dealer sold Zook's vehicle on April 26, 2016. According to a motor vehicle purchase contract, the Dealer sold Zook's vehicle to John Schaefer for \$25,390. No proceeds from the sale were paid to Zook.

40. The Dealer sent Zook a promissory note dated May 2, 2016, agreeing to pay him the \$20,750.00 owed him for the consignment sale of his vehicle by June 1, 2016. The promissory note also provided that the Dealer would pay Zook 5% interest if he was not paid the \$20,750.00 by the June 1<sup>st</sup> due date. No payment was received by Zook.

41. On June 27, 2016, Zook filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 11, 2016, Zook filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$22,825, the \$20,750.00 agreed upon sale price for Zook's vehicle plus \$2075.00 interest.

42. The Dealer's failure to pay Zook the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Zook sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

43. Zook's claim arose on May 3, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Zook has submitted documentation to support a bond claim in the amount of \$20,750.00, the amount due him according to the consignment agreement. The remainder of Zook's claim represents interest the Dealer agreed to pay. Wis. Admin Code § Trans 140.21(2)(e) expressly provides that interest is not an allowable claim against the surety bond of a motor vehicle dealer. The bond claim was

filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Klapper claim, case no. DOT-16-0050

44. On May 9, 2016, Ryan Klapper (Klapper) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2004 Mazda 3, vehicle identification number JM1BK32F941112298, titled in the name of Klapper's mother, Rhonda Klapper. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$2,300.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Klapper to terminate the contract on 48 hours notice to the Dealer.

45. According to Department records, the Dealer sold Klapper's vehicle on May 9, 2016, to Andrew Kamstra for \$4499.00. No proceeds from the sale were paid to Klapper. On May 31, 2016, Klapper filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 3, 2016, Klapper filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$2,300.00, the agreed upon sale price for Klapper's vehicle.

46. The Dealer's failure to pay Klapper the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Klapper sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

47. Klapper's claim arose on May 16, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Klapper has submitted documentation to support a bond claim in the amount of \$2,300.00, the amount due him according to the consignment agreement. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Bassuener claim, case no. DOT-16-0051

48. On February 12, 2016, Craig Bassuener (Bassuener) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2002 Ford F-150 pick-up truck, vehicle identification number 2FTRX18L02154, titled in the name Bassuener Trucking & Excavating. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$4,200.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Bassuener to terminate the contract on 48 hours notice to the Dealer. According to a statement in his complaint filed with the Department, Bassuener was subsequently contacted by an employee of the Dealer and he agreed to reduce the minimum selling price for his vehicle to \$3,350.00.

49. The Dealer sold Bassuener's vehicle on April 4, 2016. According to a motor vehicle purchase contract, the Dealer sold Bassuener's vehicle to Donald Jacobs for \$4,799.95. No proceeds from the sale were paid to Bassuener.

50. On May 31, 2016, Bassuener filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 3, 2016, Bassuener filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$3,800.00.

51. The Dealer's failure to pay Bassuener the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Bassuener sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

52. Bassuener's claim arose on April 11, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Bassuener has submitted documentation to support a bond claim in the amount of \$3,350.00, the agreed upon selling price for Bassuener's vehicle. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Wiskes claim, case no. DOT-16-0053

53. On March 31, 2016, Brittini and Dustin Wiskes entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2010 GMC Terrain SUV, vehicle identification number 2CTFLGEW1A6321193, owned by Dustin Wiskes (Wiskes). Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$15,000.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Wiskes to terminate the contract on 48 hours notice to the Dealer. Wiskes was subsequently contacted by an employee of the Dealer. The Dealer offered to buy Wiskes' vehicle for \$14,000 with payment by May 23, 2016, with a ten-day grace period. Wiskes agreed to the buyout and the agreement was confirmed in a promissory note executed on May 2, 2016.

54. The Dealer sold Wiskes' vehicle on April 25, 2016. According to a motor vehicle purchase contract, the Dealer sold Wiskes' vehicle to Michael and Danielle McLaughlin for \$15,898.95. No proceeds from the sale were paid to Wiskes.

55. On June 7, 2016, Brittini and Dustin Wiskes filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 11, 2016, Dustin Wiskes filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$14,000.00, the agreed upon sale price for Wiskes' vehicle.

56. The Dealer's failure to pay Wiskes the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Wiskes sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

57. Wiskes' claim arose on May 2, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Wiskes has submitted documentation to support a bond claim in the amount of \$14,000.00, the agreed upon sale price for Wiskes' vehicle. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Bosar claim, case no. DOT-16-0054

58. On February 20, 2016, Trevor and Gary Bosar (Bosars) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 1993 Mazda MX-6 LS, vehicle identification number 1YVGE31BXP5244554, owned by the Bosars. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$4,995.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed the Bosars to terminate the contract on 48 hours notice to the Dealer. At some point, the Bosars and the Dealer agreed to lower the minimum sales price for the Bosars' vehicle to \$3,500.00. This agreement is reflected in a promissory note dated May 10, 2016.

59. The Dealer sold the Bosars' vehicle on May 5, 2016. According to a motor vehicle purchase contract, the Dealer sold the Bosars' vehicle to Rick Beauchamp for \$5,298.95. No proceeds from the sale were paid to the Bosars. On May 31, 2016, Trevor Bosar filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 22, 2016, Trevor Bosar filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$3,500.00, the agreed upon sale price for the Bosars' vehicle

60. The Dealer's failure to pay the Bosars the amount owed them under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). The Bosars sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

61. The Bosars' claim arose on May 12, 2016, seven days after the Dealer sold their vehicle and failed to forward the amount owed to them under the consignment agreement. The Bosars have submitted documentation to support a bond claim in the amount of \$3,500.00, the amount due them according to the consignment agreement. The bond claim was filed within

three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Jezwinski claim, case no. DOT-16-0055

62. On February 10, 2016, Trent Jezwinski (Jezwinski) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2003 Ford F150 truck, vehicle identification number 1FTRW08L53KD96794, owned by Jezwinski. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$10,500.00. On March 4, 2016, Jezwinski was contacted by an employee of the Dealer who asked whether he would reduce his selling price to \$9,750.00. Jezwinski was told if the Dealer was unable to sell his vehicle at the reduced price, the Dealer would buy it for \$9,750.00. Jezwinski agreed to the deal and received a Fixed Rate Note from the Dealer stating he would receive a payment of \$9,750.00 from the Dealer on April 10, 2016.

63. Jezwinski was told that the Dealer sold his vehicle in April of 2016. No proceeds from the sale were paid to Jezwinski.

64. On May 31, 2016, Jezwinski filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 30, 2016, Jezwinski filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$9,750.00, the agreed upon sale price for Jezwinski's vehicle.

65. The Dealer's failure to pay Jezwinski the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Jezwinski sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

66. Jezwinski's claim arose in April of 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Jezwinski has submitted documentation to support a bond claim in the amount of \$9,750.00, the amount due him according to the Fixed Rate Note. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Blohowiak claim, case no. DOT-16-0056

67. On November 9, 2015, Sara Blohowiak entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2005 Toyota Rav4 SUV, vehicle identification number JTEGD20V550055444, owned by Sara Blohowiak. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$6,400.00. On April 13, 2016, Lisa Blohowiak, Sara Blohowiak's mother, contacted the Dealer on behalf of her daughter. Lisa Blohowiak informed the Dealer that her daughter had decided not to sell her vehicle and wanted

to pick it up. The Dealer told Lisa Blohowiak that her daughter's vehicle had been sold, but for less than the agreed upon price. The Dealer told Lisa Blohowiak that he would honor the \$6,400.00 agreed upon price plus pay 5% interest if she could wait until May for the money. Lisa Blohowiak agreed to the arrangement

68. The Dealer sold Sara Blohowiak's vehicle on April 5, 2016. According to a motor vehicle purchase contract, the Dealer sold Blohowiak's vehicle to Yolando Gutierrez for \$5,567.14. No proceeds from the sale were paid to Blohowiak. On June 31, 2016, Lisa Blohowiak filed a complaint with the Department against the Dealer on behalf of Sara Blohowiak. The investigator for the Department was unable to resolve the complaint. On August 30, 2016, Sara Blohowiak filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$6,400.00, the agreed upon sale price for her vehicle

69. The Dealer's failure to pay Blohowiak the amount owed her under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Blohowiak sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

70. Blohowiak's claim arose on April 12, 2016, seven days after the Dealer sold her vehicle and failed to forward the amount owed to her under the consignment agreement. Blohowiak has submitted documentation to support a bond claim in the amount of \$6,400.00, the agreed upon sale price for her vehicle. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Monnier claim, case no. DOT-16-0058

71. On March 4, 2016, Eric Monnier (Monnier) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2015 Subaru Forester XT, vehicle identification number JF2SJGDCXFH484113, owned by Monnier. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$26,000.00. Monnier subsequently was informed by the Dealer that his vehicle sold on April 4, 2016. Monnier received a Fixed Rate Note from the Dealer stating he would receive a payment of \$25,200.00 from the Dealer on April 26, 2016.

72. The Dealer sold Monnier's vehicle on April 4, 2016. According to a motor vehicle purchase contract, the Dealer sold Monnier's vehicle to Tricia Promer for \$26,199.95. No proceeds from the sale were paid to Monnier. The Dealer issued a check dated May 18, 2016, to Monnier in the amount of \$25,200.00. The check was not honored.

73. On May 24, 2016, Monnier filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 8, 2016, Monnier filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$25,200.00, the agreed upon sale price for Monnier's vehicle.

74. The Dealer's failure to pay Monnier the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Monnier sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

75. Monnier's claim arose on April 11, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to them under the consignment agreement. Monnier has submitted documentation to support a bond claim in the amount of \$25,200.00, the amount due him according to the Fixed Rate Note. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Sprague claim, case no. DOT-16-0059

76. On April 11, 2016, Mason Sprague (Sprague) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2004 Mazda Miata automobile, vehicle identification number JM1NB353840402438, owned by Mason and Richard Sprague. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$7,500.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed the Spragues to terminate the contract on 48 hours notice to the Dealer. On May 9, 2016, the Spragues and the Dealer agreed to lower the minimum sales price to \$7,150.00

77. The Dealer sold the Spragues' vehicle on April 29, 2016. According to a motor vehicle purchase contract, the Dealer sold the Spragues' vehicle to Patrick Kiedrowski for \$7,100.48. No proceeds from the sale were paid to the Spragues.

78. The Dealer sent the Spragues a promissory note dated May 10, 2016, agreeing to pay them \$7,150.00 for the consignment sale of their vehicle by May 30, 2016. The promissory note also provided that the Dealer would pay the Spragues 5% interest if they were not paid the \$7,150.00 within ten days of the May 28<sup>th</sup> due date. The Spragues refused to sign the promissory note.

79. On June 6, 2016, the Spragues filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 9, 2016, the Spragues filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$8,000.00.

80. The Dealer's failure to pay the Spragues the amount owed them under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of

motor vehicles). The Spragues sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

81. The Spragues' claim arose on June 1, 2016, seven days after the Dealer sold their vehicle and failed to forward the amount owed to them under the consignment agreement. The Spragues have submitted documentation to support a bond claim in the amount of \$7,150.00, the minimum amount due them according to the consignment agreement. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Celing claim, case no. DOT-16-0066

82. On January 13, 2016, Donald Celing (Celing) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2007 Ford Edge SUV, vehicle identification number 2FMDK36C87BA54293, owned by Celing. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$11,000.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Celing to terminate the contract on 48 hours notice to the Dealer.

83. On March 30, 2016, Celing was contacted by the Dealer. The Dealer asked Celing to lower his selling price to \$9,600.00 and if the vehicle did not sell within twenty days the Dealer would buy it at the lower price. Celing agreed to the lower selling price and buyout agreement. On May 2, 2016, Celing received a promissory note from the Dealer along with two checks. The promissory note confirmed the Dealer's agreement to pay Celing \$9,600.00 for his vehicle. One check was in the amount of \$9,600.00 and is dated May 6, 2016. The Dealer indicated on the check that it was for the principal amount. The other check was in the amount of \$480.00 and the Dealer indicated that this check was for a 5% late fee. Neither check was honored.

84. The Dealer sold Celing's vehicle on March 25, 2016. According to a motor vehicle purchase contract, the Dealer sold Celing's vehicle to Megan Detert for \$11,098.99. No proceeds from the sale were paid to Celing.

85. On June 6, 2016, Celing filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 11, 2016, Celing filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$9,600.00, the agreed upon sale price for Celing's vehicle.

86. The Dealer's failure to pay Celing the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Celing sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).



87. Celing's claim arose on April 1, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Celing has submitted documentation to support a bond claim in the amount of \$9,600.00, the agreed upon sale price for Celing's vehicle. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Munguia claim, case no. DOT-16-0068

88. On May 11, 2016, Alberto Hernandez Munguia (Munguia) agreed to purchase a 2008 Mitsubishi Lancer from the Dealer. The Dealer and Munguia executed a motor vehicle purchase contract for the purchase. The motor vehicle purchase contract states that the sale price for the vehicle was \$23,099.99 and that Munguia made a cash down payment of \$1,400.00. The motor vehicle purchase contract further indicates that Munguia's purchase offer was contingent on the Dealer arranging financing acceptable to Munguia for the purchase.

89. According to Munguia's statement in a written complaint he filed, Munguia's application for a loan that he completed at the dealership was denied. After his loan application was denied, Munguia returned to the dealership to get his down payment back. The Dealer refused to return Munguia's down payment.

90. On August 8, 2016, Munguia filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$2,000.00. The Dealer's failure to return Munguia's down payment constitutes a violation of Wis. Admin. Code § Trans 139.05(3). Wis. Admin. Code § Trans 139.05(3) requires a motor vehicle dealer to return any down payment if the purchase offer is not accepted by the dealer licensee. The inability of Munguia to satisfy the financing contingency constitutes a nonacceptance of the purchase offer by the Dealer. A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Munguia sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

91. Munguia's claim arose on May 11, 2016, the date the declined purchase offer was executed. Munguia has submitted documentation to support a bond claim in the amount of \$1,400.00, the amount of his down payment as stated in the motor vehicle purchase contract. Munguia states he gave the Dealer an additional \$600.00 "under the table." However, he has not supplied any documentation to support this portion of his claim. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Zirbel claim, case no. DOT-16-0070

92. On February 20, 2016, Alex Zirbel (Zirbel) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2011 Dodge Journey SUV, vehicle identification number 3D4PH3FG3BT570077, owned by Zirbel. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$13,000.00. The Dealer's sales commission was to

be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Zirbel to terminate the contract on 48 hours notice to the Dealer.

93. On April 1, 2016, the minimum sale price was reduced to \$12,500.00. The Dealer subsequently contacted Zirbel with an offer of \$11,500.00 for his vehicle. This offer was confirmed in a promissory note dated April 19, 2016, and executed by the Dealer and Zirbel. According to the promissory note, Zirbel was to receive the \$11,500.00 payment on May 9, 2016. Zirbel did not receive the payment.

94. The Dealer sold Zirbel's vehicle on April 4, 2016. According to a motor vehicle purchase contract, the Dealer sold Zirbel's vehicle to Derek Blackman for \$10,886.19. No proceeds from the sale were paid to Zirbel.

95. On June 6, 2016, Zirbel filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 5, 2016, Zirbel filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$11,500.00, the agreed upon sale price for Zirbel's vehicle.

96. The Dealer's failure to pay Zirbel the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Zirbel sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

97. Zirbel's claim arose on April 11, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Zirbel has submitted documentation to support a bond claim in the amount of \$11,500.00, the amount due him according to the consignment agreement. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

#### Nitzske claim, case no. DOT-16-0071

98. On March 13, 2016, Julie Nitzske entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2000 Ford 650 pick-up truck, vehicle identification number 3FDNX6561YMA06606, owned by Julie and Stacy Nitzske. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$25,000.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed the Nitzkes to terminate the contract on 48 hours notice to the Dealer.

99. According to Department records, the Dealer sold the Nitzkes' vehicle on April 17, 2016, for \$22,497.00. No proceeds from the sale were paid to the Nitzkes.

100. The Dealer subsequently contacted the Nitzkes with an offer of \$20,500.00 for their vehicle. The Nitzkes accepted the offer and the agreement was confirmed in a promissory note dated April 20, 2016, and executed by the Dealer and the Nitzkes. According to the promissory note, the Nitzkes were to receive the \$20,500.00 payment on May 10, 2016. The Nitzkes did not receive the payment.

101. On May 27, 2016, the Nitzkes filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On September 2, 2016, the Nitzkes filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$25,000.00.

102. The Dealer's failure to pay the Nitzkes the amount owed them under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). The Nitzkes sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

103. The Nitzkes' claim arose on April 24, 2016, seven days after the Dealer sold their vehicle and failed to forward the amount owed to them under the consignment agreement. The Nitzkes have submitted documentation to support a bond claim in the amount of \$20,500.00, the agreed upon sale price for the Nitzkes' vehicle. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Brandt claim, case no. DOT-16-0074

104. On March 21, 2016, Devon Brandt (Brandt) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2003 Chevrolet Silverado pick-up truck, vehicle identification number 1GCEK19T83E332729, owned by Brandt. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$10,000.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Brandt to terminate the contract on 48 hours notice to the Dealer.

105. The Dealer sold Brandt's vehicle on March 31, 2016. According to a motor vehicle purchase contract, the Dealer sold Brandt's vehicle to Bryan Kleikamp for \$10,299.95. No proceeds from the sale were paid to Brandt.

106. The Dealer subsequently contacted Brandt with an offer of \$8,475.00 for his vehicle. Brandt accepted the offer and the agreement was confirmed in a Fixed Rate Note executed by the Dealer and Brandt. According to the Fixed Rate Note, Brandt was to receive the \$8,475.00 payment on April 26, 2016. Brandt did not receive the payment.

107. On August 29, 2016, Brandt filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On September 17, 2016, Brandt filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$8,475.00.

108. The Dealer's failure to pay Brandt the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Brandt sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

109. Brandt's claim arose on April 7, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Brandt has submitted documentation to support a bond claim in the amount of \$8,475.00, the agreed upon sale price for Brandt's vehicle. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Ranieri claim, case no. DOT-16-0078

110. On January 9, 2016, Lori Ranieri (Ranieri) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2010 Dodge Avenger, vehicle identification number 1B3CC5FB1AN231750, owned by Ranieri. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$11,700.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Ranieri to terminate the contract on 48 hours notice to the Dealer. On February 4, 2016, the minimum sales price was reduced to \$10,700.00.

111. The Dealer sold Ranieri's vehicle on March 26, 2016. According to a motor vehicle purchase contract, the Dealer sold Ranieri's vehicle to Kevin Wendland for \$11,498.95. No proceeds from the sale were paid to Ranieri.

112. On May 27, 2016, Ranieri filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On September 23, 2016, Ranieri filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$10,000.00.

113. The Dealer's failure to pay Ranieri the amount owed her under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Ranieri sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

114. Ranieri's claim arose on April 3, 2016, seven days after the Dealer sold her vehicle and failed to forward the amount owed to her under the consignment agreement. Ranieri has submitted documentation to support a bond claim in the amount of \$10,700.00, the agreed upon sale price for Ranieri's vehicle. Ranieri's claim is only for \$10,000.00, which she indicates was the value of her vehicle. However, there is no documentation in the file that the minimum sale price was reduced to less than \$10,700.00 and the actual sale price of Ranieri's vehicle was \$11,498.95. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

McMahon claim, case no. DOT-16-0079

115. On February 1, 2016, James McMahon (McMahon) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2013 Kia Soul owned by McMahon. The Dealer was unable to sell McMahon's vehicle and he picked it up from the Suamico Investment Group, LLC, dba Standard Pre-Owned, lot on May 16, 2016.

116. When McMahon picked up his vehicle he discovered there was damage on both the front and rear bumpers. According to the statement he made in a complaint filed with the Department, a manager for the Dealer acknowledged that the damage must have occurred while the vehicle was on its lot and that their insurance carrier would contact McMahon about his claim.

117. McMahon was never contacted by the Dealer's insurance carrier. On September 6, 2016, McMahon filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$1,500.00. There is no reason to doubt McMahon's statement that his vehicle was damaged while in the possession of the Dealer; however, he has not supplied any documentation to support the amount of his claim. Additionally, it is apparently unknown how the damage to McMahon's vehicle occurred. One cannot determine whether it was result of any conduct on the part of the Dealer that could result in the suspension or revocation of its motor vehicle dealer license. Accordingly, McMahon's claim must be disallowed.

Behnke claim, case no. DOT-16-0080

118. On February 8, 2016, Dennis Behnke (Behnke) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2004 F-250 Ford pick-up truck, vehicle identification number 1FTNX21PX4EC70855 owned by Behnke. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$15,500.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Behnke to terminate the contract on 48 hours notice to the Dealer. Behnke was subsequently contacted by the Dealer and offered a buyout of his vehicle for \$14,400.00 with payment by May 9, 2016, with a ten day grace period. Behnke agreed to the buyout and the agreement was confirmed in a promissory note dated April 18, 2016. Behnke did not receive the payment due on the promissory note.

119. The Dealer sold Behnke's vehicle on April 7, 2016. According to a motor vehicle purchase contract, the Dealer sold Behnke's vehicle to Phillip Eiting for \$14,118.57. No proceeds from the sale were paid to Behnke.

120. On June 6, 2016, Behnke filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On August 11, 2016, Behnke filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$17,000.00.

121. The Dealer's failure to pay Behnke the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Behnke sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

122. Behnke's claim arose on April 14, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Behnke has submitted documentation to support a bond claim in the amount of \$14,400.00, the agreed upon price according to the promissory note. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

#### Wroblewski claim, case no. DOT-16-0083

123. Richard Wroblewski (Wroblewski) executed two consignment agreements, one on October 3, 2015, with Backwoods Bargains, a predecessor of Suamico Investment Group, LLC, dba Standard Pre-Owned, and, a second consignment agreement with the Dealer on November 24, 2015. In the consignment agreement Wroblewski entered into with the Dealer, the Dealer agreed to sell a 2007 Buick Terraza van, vehicle identification number 5GADV33197D119842, owned by Wroblewski. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$9,900.00. Wroblewski subsequently agreed to a buyout of \$7,500.00 for his vehicle. The agreement was confirmed by a Fixed Rate Note from the Dealer stating Wroblewski would receive a payment of \$7,500.00 from the Dealer on April 29, 2016. Wroblewski did not receive the payment due according to the Fixed Rate Note.

124. According to Department records, the Dealer sold Behnke's vehicle to Amy Genskow on March 11, 2016, for \$6,699.95. No proceeds from the sale were paid to Wroblewski.

125. On September 26, 2016, Wroblewski filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$7,500.00.

126. The Dealer's failure to pay Wroblewski the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is

sold.” A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Wroblewski sustained a loss as a result of the Dealer’s violation of Wis. Stat. § 218.0116(1)(gm).

127. Wroblewski’s claim arose in March 18, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Wroblewski has submitted documentation to support a bond claim in the amount of \$7,500.00, the amount due him according to the Fixed Rate Note. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

Fleming claim, case no. DOT-16-0085

128. On March 12, 2016, Joshua Fleming (Fleming) executed a consignment agreement with Suamico Investment Group, LLC, dba Standard Pre-Owned. In the consignment agreement Suamico Investment Group, LLC, dba Standard Pre-Owned, agreed to sell a 1999 Ford Taurus automobile, vehicle identification number 1FAFP53S9XA257331, owned by Fleming. Pursuant to the consignment agreement, Suamico Investment Group, LLC, dba Standard Pre-Owned, agreed to a minimum selling price of \$2,500.00. Fleming’s vehicle was subsequently transferred to the Dealer’s lot. On April 4, 2016, Fleming agreed to a buyout of \$1,900 for his vehicle. The agreement was confirmed by a Fixed Rate Note from the Dealer stating Fleming would receive a payment of \$1,900.00 from the Dealer on April 28, 2016. Fleming did not receive the payment due according to the Fixed Rate Note.

129. According to Department records, the Dealer sold Fleming’s vehicle on March 30, 2016, for \$2,299.99. No proceeds from the sale were paid to Fleming.

130. On September 22, 2016, Fleming filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$1,900.00.

131. The Dealer’s failure to pay Fleming the amount owed him under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to “remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold.” A violation of Wis. Admin. Code § Trans 139.08(3), is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Fleming sustained a loss as a result of the Dealer’s violation of Wis. Stat. § 218.0116(1)(gm).

132. Fleming’s claim arose on April 6, 2016, seven days after the Dealer sold his vehicle and failed to forward the amount owed to him under the consignment agreement. Fleming has submitted documentation to support a bond claim in the amount of \$1,900.00, the amount due him according to the Fixed Rate Note. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto-Owners Insurance Company was in effect and is, therefore, a timely claim.

## Discussion

The procedure for determining claims against dealer bonds is set forth at Wis. Admin. Code Chapter Trans 140, Subchapter II. Wis. Admin Code § Trans 140.21(1) provides in relevant part:

A claim is an allowable claim if it satisfies each of the following requirements and is not excluded by sub. (2) or (3):

(a) The claim shall be for monetary damages in the amount of an actual loss suffered by the claimant.

(b) The claim arose during the period covered by the security.

(c) The claimant's loss shall be caused by an act of the licensee, or the [licensee's] agents or employees, which is grounds for suspension or revocation of any of the following:

1. A salesperson license or a motor vehicle dealer license, in the case of a secured salesperson or motor vehicle dealer, pursuant to s. 218.0116 (1)

(a) to (gm), (im) 2., (j), (jm), (k), (m) or (n) to (p), Stats.

(d) The claim must be made within 3 years of the last day of the period covered by the security. The department shall not approve or accept any surety bond or letter of credit which provides for a lesser period of protection.

Accordingly, to allow the claims filed against the surety bond of the Dealer, a finding must be made for each claim that the Dealer violated one of the sections of Wis. Stat. § 218.0116(1) identified in Wis. Admin. Code § Trans 140.21(1)(c)1, and that the violation caused the loss claimed. The violation for the respective claims and the loss resulting from those violations are set forth in the Findings of Fact above. Pursuant to the priority classification of claims set forth at Wis. Admin. Code § Trans 140.22, all of these claims fall within the highest priority.<sup>1</sup>

The total amount of the timely claims exceeds the amount available from the Dealer's surety bond to pay the claims. The sum of the allowable amounts of the claims equals \$283,425.00 and the amount of funds available under the bond is \$50,000.00. Since the claims

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<sup>1</sup> Wis. Admin. Code § Trans 140.22(1)(a) provides:

The priority classes of allowable claims against the security of any licensee except a wholesaler, salvage or auction dealer, in order of their priority, are as follows: (a) Claims of retail customers including, without limitation, claims arising from a particular motor vehicle purchase from the licensee or from a particular motor vehicle sale by the licensee, claims for repairs warranted by the licensee, claims for failure to furnish title to a motor vehicle, claims for deposits against an uncompleted motor vehicle purchase transaction, and claims for the failure of the licensee to pay the claimant for a trade-in a motor vehicle purchased by the licensee, or a consigned vehicle not returned to the consignor upon request.



have the same priority, the claims must be prorated according to the formula set forth at Wis. Admin. Code § Trans 140.23(1)(d).<sup>2</sup> Applying this formula, the claims for must be reduced as set forth below.

### CONCLUSIONS OF LAW

1. Jodie and Garry Dietrich's claim arose on April 28, 2016, seven days after the Dealer sold the vehicle that the Dietrichs had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to them under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

2. The Dietrichs filed a claim against the motor vehicle dealer bond of the Dealer on May 20, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

3. The Dietrichs' loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. The Dietrichs have submitted documentation to support a claim in the amount of \$20,500.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), the Dietrichs' claim must be prorated to \$3,616.48.

4. Eric Bergland's claim arose on May 1, 2016, seven days after the Dealer sold the vehicle that Mr. Bergland had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

5. Eric Bergland filed a claim against the motor vehicle dealer bond of the Dealer on May 24, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

6. Eric Bergland's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Eric Bergland has submitted documentation to support a claim in the amount of \$19,500.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Bergland's claim must be prorated to \$3,440.06.

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<sup>2</sup> Wis. Admin. Code § Trans 140.23(1)(d) provides:

If insufficient funds are available to pay all claims in a class, then each claim of the class shall be prorated according to the following formula:

$$\frac{\text{dollar amount of claim}}{\text{total dollar amount of claims in class}} \times \text{available funds} = \text{prorated dollar amount of claim}$$

7. Shane and April Retzke's claim arose on February 29, 2016, seven days after the Dealer sold the vehicle that the Retzkes had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to them under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

8. The Retzkes filed a claim against the motor vehicle dealer bond of the Dealer on July 20, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

9. The Retzkes' loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. The Retzkes have submitted documentation to support a claim in the amount of \$29,000.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), the Retzkes' claim must be prorated to \$5,115.99.

10. Larysa Yakovenko's first claim arose on April 2, 2016, seven days after the Dealer sold the vehicle that Ms. Yakovenko had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to her under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

11. Larysa Yakovenko filed a claim against the motor vehicle dealer bond of the Dealer on June 29, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

12. Larysa Yakovenko's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Larysa Yakovenko has submitted documentation to support a claim in the amount of \$8,900.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Larysa Yakovenko's claim must be prorated to \$1,570.08.

13. Larysa Yakovenko's second claim arose on April 2, 2016, seven days after the Dealer sold the vehicle that Ms. Yakovenko had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to her under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

14. Larysa Yakovenko filed a claim against the motor vehicle dealer bond of the Dealer on June 29, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

15. Larysa Yakovenko's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Larysa Yakovenko has submitted documentation to support a claim in the amount of \$7,900.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Larysa Yakovenko's claim must be prorated to \$1,393.67.

16. Daniel Paters' claim arose on May 3, 2016, seven days after the Dealer sold the vehicle that Mr. Paters had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

17. Daniel Paters filed a claim against the motor vehicle dealer bond of the Dealer on July 29, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

18. Daniel Paters' loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Daniel Paters has submitted documentation to support a claim in the amount of \$4,950.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Paters' claim must be prorated to \$873.25.

19. Cynthia Nievinski's claim arose on April 15, 2016, seven days after the Dealer sold the vehicle that Ms. Nievinski had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to her under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

20. Cynthia Nievinski filed a claim against the motor vehicle dealer bond of the Dealer on August 2, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

21. Cynthia Nievinski's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Cynthia Nievinski has submitted documentation to support a claim in the amount of \$14,300.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Ms. Nievinski's claim must be prorated to \$2,522.71.

22. Brian Zook's claim arose on May 3, 2016, seven days after the Dealer sold the vehicle that Mr. Zook had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

23. Brian Zook filed a claim against the motor vehicle dealer bond of the Dealer on August 11, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

24. Brian Zook's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Zook has submitted documentation to support a claim in the amount of \$20,700.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Zook's claim must be prorated to \$3,660.58.

25. Ryan Klapper's claim arose on May 16, 2016, seven days after the Dealer sold the vehicle that Mr. Klapper had placed with the Dealer to sell on a consignment basis and the

Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

26. Ryan Klapper filed a claim against the motor vehicle dealer bond of the Dealer on August 3, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

27. Ryan Klapper's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Klapper has submitted documentation to support a claim in the amount of \$2,300.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Klapper's claim must be prorated to \$405.75.

28. Craig Bassuener's claim arose on April 11, 2016, seven days after the Dealer sold the vehicle that Mr. Bassuener had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

29. Craig Bassuener filed a claim against the motor vehicle dealer bond of the Dealer on August 3, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

30. Craig Bassuener's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Bassuener has submitted documentation to support a claim in the amount of \$3,350.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Bassuener's claim must be prorated to \$590.99.

31. Brittni and Dustin Wiskes' claim arose on May 2, 2016, seven days after the Dealer sold the vehicle that the Wiskes had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to them under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

32. The Wiskes filed a claim against the motor vehicle dealer bond of the Dealer on August 11, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

33. The Wiskes' loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. The Wiskes have submitted documentation to support a claim in the amount of \$14,000.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), the Wiskes' claim must be prorated to \$2,469.79.

34. Trevor and Gary Bosar's claim arose on May 12, 2016, seven days after the Dealer sold the vehicle that the Bosars had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to them under the consignment agreement. The

surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

35. The Bosars filed a claim against the motor vehicle dealer bond of the Dealer on August 11, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

36. The Bosars' loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. The Bosars have submitted documentation to support a claim in the amount of \$3,500.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), the Bosars' claim must be prorated to \$617.45.

37. Trent Jezwinski's claim arose in April of 2016, seven days after the Dealer sold the vehicle that Mr. Jezwinski had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

38. Trent Jezwinski filed a claim against the motor vehicle dealer bond of the Dealer on August 30, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

39. Trent Jezwinski's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Jezwinski has submitted documentation to support a claim in the amount of \$9,750.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Jezwinski's claim must be prorated to \$1,720.03.

40. Sara Blohowiak's claim arose on April 12, 2016, seven days after the Dealer sold the vehicle that Ms. Blohowiak had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to her under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

41. Sara Blohowiak filed a claim against the motor vehicle dealer bond of the Dealer on August 30, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

42. Sara Blohowiak's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Sara Blohowiak has submitted documentation to support a claim in the amount of \$6,400.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Ms. Blohowiak's claim must be prorated to \$1,129.05.

43. Eric Monnier's claim arose on April 11, 2016, seven days after the Dealer sold the vehicle that Mr. Monnier had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety

bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

44. Eric Monnier filed a claim against the motor vehicle dealer bond of the Dealer on August 8, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

45. Eric Monnier's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Monnier has submitted documentation to support a claim in the amount of \$25,200.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Monnier's claim must be prorated to \$4,445.62.

46. Mason and Richard Sprague's claim arose on June 1, 2016, seven days after the Dealer sold the vehicle that the Spragues had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to them under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

47. The Spragues filed a claim against the motor vehicle dealer bond of the Dealer on August 9, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

48. The Spragues' loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. The Spragues have submitted documentation to support a claim in the amount of \$7,150.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), the Spragues' claim must be prorated to \$1,261.36.

49. Donald Celing's claim arose on April 1, 2016, seven days after the Dealer sold the vehicle that Mr. Celing had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

49. Donald Celing filed a claim against the motor vehicle dealer bond of the Dealer on August 11, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

50. Donald Celing's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Celing has submitted documentation to support a claim in the amount of \$9,600.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Celing's claim must be prorated to \$1693.57.

51. Alberto Hernandez Munguia's claim arose on May 11, 2016, the date he executed a purchase offer which was declined and the Dealer subsequently refused to return his down payment. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

52. Alberto Hernandez Munguia filed a claim against the motor vehicle dealer bond of the Dealer on August 8, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

53. Alberto Hernandez Munguia's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Munguia has submitted documentation to support a claim in the amount of \$1,400.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Munguia's claim must be prorated to \$246.98.

54. Alex Zirbel's claim arose on April 11, 2016, seven days after the Dealer sold the vehicle that Mr. Zirbel had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

55. Alex Zirbel filed a claim against the motor vehicle dealer bond of the Dealer on August 11, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

56. Alex Zirbel's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Zirbel has submitted documentation to support a claim in the amount of \$11,500.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Zirbel's claim must be prorated to \$2,028.75.

57. Julie and Stacy Nitzke's claim arose on April 24, 2016, seven days after the Dealer sold the vehicle that the Nitzkes had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to them under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

58. The Nitzkes filed a claim against the motor vehicle dealer bond of the Dealer on September 2, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

59. The Nitzkes' loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. The Nitzkes have submitted documentation to support a claim in the amount of \$20,500.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), the Nitzkes' claim must be prorated to \$3,616.48.

60. Devon Brandt's claim arose on April 7, 2016, seven days after the Dealer sold the vehicle that Mr. Brandt had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

61. Devon Brandt filed a claim against the motor vehicle dealer bond of the Dealer on September 17, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

62. Devon Brandt's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Brandt has submitted documentation to support a claim in the amount of \$8,475.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Brandt's claim must be prorated to \$1,495.10.

63. Lori Ranieri's claim arose on April 3, 2016, seven days after the Dealer sold the vehicle that Ms. Ranieri had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to her under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

64. Lori Ranieri filed a claim against the motor vehicle dealer bond of the Dealer on September 23, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

65. Lori Ranieri's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Lori Ranieri has submitted documentation to support a claim in the amount of \$10,700.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Ms. Ranieri's claim must be prorated to \$1,887.62.

66. The claim of James McMahon arose sometime between February 1, and May 16, 2016, the time his vehicle was in the possession of the Dealer. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015. The claim arose during the period covered by the surety bond.

67. James McMahon filed a claim against the motor vehicle dealer bond of the Dealer on September 6, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

68. James McMahon has not supplied documentation to prove his loss was result of any conduct on the part of the Dealer that could result in the suspension or revocation of its motor vehicle dealer license or to prove the amount of his loss. Pursuant to Wis. Admin. Code § Trans 140.21, James McMahon's claim is not an allowable claim against the surety bond of Dealer.

69. Dennis Behnke's claim arose on April 14, 2016, seven days after the Dealer sold the vehicle that Mr. Behnke had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.



70. Dennis Behnke filed a claim against the motor vehicle dealer bond of the Dealer on August 11, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

71. Dennis Behnke's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Behnke has submitted documentation to support a claim in the amount of \$14,400.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Behnke's claim must be prorated to \$2,540.35.

72. Richard Wroblewski's claim arose on March 18, 2016, seven days after the Dealer sold the vehicle that Mr. Wroblewski had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

73. Richard Wroblewski filed a claim against the motor vehicle dealer bond of the Dealer on September 26, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

74. Richard Wroblewski's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Wroblewski has submitted documentation to support a claim in the amount of \$7,500.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Wroblewski's claim must be prorated to \$1,323.10.

75. Joshua Fleming's claim arose on April 6, 2016, seven days after the Dealer sold the vehicle that Mr. Fleming had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to him under the consignment agreement. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 14, 2015.

76. Joshua Fleming filed a claim against the motor vehicle dealer bond of the Dealer on September 22, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

77. Joshua Fleming's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mr. Fleming has submitted documentation to support a claim in the amount of \$1,900.00. However, pursuant to Wis. Admin. Code § Trans 140.23(1)(d), Mr. Fleming's claim must be prorated to \$335.19.

78. The Division of Hearings and Appeals has authority to issue the following orders.

## ORDERS

1. The claim filed by Jodie and Garry Dietrich against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$3,616.48. Auto-Owners Insurance Company shall pay Jodie and Garry Dietrich this amount for their loss attributable to the actions of the Dealer.

2. The claim filed by Eric Bergland against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$3,440.06. Auto-Owners Insurance Company shall pay Eric Bergland this amount for his loss attributable to the actions of the Dealer.

3. The claim filed by Shane and April Retzke against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$5,115.99. Auto-Owners Insurance Company shall pay Shane and April Retzke this amount for their loss attributable to the actions of the Dealer.

4. The first claim filed by Larysa Yakovenko against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$1,570.08. Auto-Owners Insurance Company shall pay Larysa Yakovenko this amount for her loss attributable to the actions of the Dealer.

5. The second claim filed by Larysa Yakovenko against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$1,393.67. Auto-Owners Insurance Company shall pay Larysa Yakovenko this amount for her loss attributable to the actions of the Dealer.

6. The claim filed by Daniel Paters against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$873.25. Auto-Owners Insurance Company shall pay Daniel Paters this amount for his loss attributable to the actions of the Dealer.

7. The claim filed by Cynthia Nievinski against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$2,522.71. Auto-Owners Insurance Company shall pay Cynthia Nievinski this amount for her loss attributable to the actions of the Dealer.

8. The claim filed by Brian Zook against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$3,660.58. Auto-Owners Insurance Company shall pay Brian Zook this amount for his loss attributable to the actions of the Dealer.

9. The claim filed by Ryan Klapper against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$405.75. Auto-Owners Insurance Company shall pay Ryan Klapper this amount for his loss attributable to the actions of the Dealer.

10. The claim filed by Craig Bassuener against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$590.99. Auto-Owners Insurance Company shall pay Craig Bassuener this amount for his loss attributable to the actions of the Dealer.

11. The claim filed by Brittini and Dustin Wiskes against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$2,469.79. Auto-Owners Insurance Company shall pay Brittini and Dustin Wiskes this amount for their loss attributable to the actions of the Dealer.

12. The claim filed by Trevor and Gary Bosar against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$617.45. Auto-Owners Insurance Company shall pay Trevor and Gary Bosar this amount for their loss attributable to the actions of the Dealer.

13. The claim filed by Trent Jezwinski against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$1,720.03. Auto-Owners Insurance Company shall pay Trent Jezwinski this amount for his loss attributable to the actions of the Dealer.

14. The claim filed by Sara Blohowiak against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$1129.05. Auto-Owners Insurance Company shall pay Sara Blohowiak this amount for her loss attributable to the actions of the Dealer.

15. The claim filed by Eric Monnier against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$4,445.62. Auto-Owners Insurance Company shall pay Eric Monnier this amount for his loss attributable to the actions of the Dealer.

16. The claim filed by Mason and Richard Sprague against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$1,261.36. Auto-Owners Insurance Company shall pay Mason and Richard Sprague this amount for their loss attributable to the actions of the Dealer.

17. The claim filed by Donald Celing against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$1,693.57. Auto-Owners Insurance Company shall pay Donald Celing this amount for his loss attributable to the actions of the Dealer.

18. The claim filed by Alberto Hernandez Munguia against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$246.98. Auto-Owners Insurance Company shall pay Alberto Hernandez Munguia this amount for his loss attributable to the actions of the Dealer.

19. The claim filed by Alex Zirbel against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$2,028.75. Auto-Owners Insurance Company shall pay Alex Zirbel this amount for his loss attributable to the actions of the Dealer.

20. The claim filed by Julie and Stacy Nitzke against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$3,616.48. Auto-Owners Insurance Company shall pay Julie and Stacy Nitzke this amount for their loss attributable to the actions of the Dealer.

21. The claim filed by Devon Brandt against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$1,495.10. Auto-Owners Insurance Company shall pay Devon Brandt this amount for his loss attributable to the actions of the Dealer.

22. The claim filed by Lori Ranieri against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$1,887.62. Auto-Owners Insurance Company shall pay Lori Ranieri this amount for her loss attributable to the actions of the Dealer.

23. The claim filed by James McMahon against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is DENIED.

24. The claim filed by Dennis Behnke against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$2,540.35. Auto-Owners Insurance Company shall pay Dennis Behnke this amount for his loss attributable to the actions of the Dealer.

25. The claim filed by Richard Wroblewski against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$1,323.10. Auto-Owners Insurance Company shall pay Richard Wroblewski this amount for his loss attributable to the actions of the Dealer.

26. The claim filed by Joshua Fleming against the motor vehicle dealer bond of Bella Investment Group, LLC, d/b/a Standard Pre-Owned #1, is APPROVED in the amount of \$335.19. Auto-Owners Insurance Company shall pay Joshua Fleming this amount for his loss attributable to the actions of the Dealer.

Dated at Madison, Wisconsin on March 16, 2017.

STATE OF WISCONSIN  
DIVISION OF HEARINGS AND APPEALS  
5005 University Avenue, Suite 201  
Madison, Wisconsin 53705-5400  
Telephone: (608) 266-7709  
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By: \_\_\_\_\_  
Mark F. Kaiser  
Administrative Law Judge

## NOTICE

Set out below is a list of alternative methods available to persons who may wish to obtain review of the attached decision of the Administrative Law Judge. This notice is provided to insure compliance with Wis. Stat. § 227.48 and sets out the rights of any party to this proceeding to petition for rehearing and administrative or judicial review of an adverse decision.

1. Any person aggrieved by the attached order may within twenty (20) days after service of such order or decision file with the Department of Transportation a written petition for rehearing pursuant to Wis. Stat. § 227.49. A copy of any such petition for rehearing should also be provided to the Administrative Law Judge who issued the order. Rehearing may only be granted for those reasons set out in Wis. Stat. § 227.49(3). A petition under this section is not a prerequisite for judicial review under Wis. Stat. §§ 227.52 and 227.53.

2. Any person aggrieved by the attached decision which adversely affects the substantial interests of such person by action or inaction, affirmative or negative in form is entitled to judicial review by filing a petition therefore in accordance with the provisions of Wis. Stat. §§ 227.52 and 227.53. Said petition must be filed within thirty (30) days after service of the agency decision sought to be reviewed. If a rehearing is requested as noted in paragraph (1) above, any party seeking judicial review shall serve and file a petition for review within thirty (30) days after service of the order disposing of the rehearing application or within thirty (30) days after final disposition by operation of law. Pursuant to Wis. Admin. Code § TRANS 140.26(7), the attached final decision of the Administrative Law Judge is a final decision of the Department of Transportation, so any petition for judicial review shall name the Department of Transportation as the respondent. The Department of Transportation shall be served with a copy of the petition either personally or by certified mail. The address for service is:

Office of General Counsel  
4802 Sheboygan Avenue, Room 115B  
Wisconsin Department of Transportation  
Madison, Wisconsin 53705

Persons desiring to file for judicial review are advised to closely examine all provisions of Wis. Stat. § 227.52 and 227.53 to insure strict compliance with all its requirements.